

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000297048
Adaptive Communications LLC
230 Commerce Way Ste 100
Portsmouth NH 03801
United States

Contract ID 0000000000000000000017895		Page 1 of 5
Contract Dates 07/16/2010 to 08/30/2015	Origin CPS	
Description: NETWORKING EQUIPMENT & SERVICE	Contract Maximum \$9,999,999.00	
Buyer Name Stephen A Fazekas	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		JUNIPER NETWORKS HARDWARE & SOFTWARE	EA	0.00100	0.00	0.00
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	JUNIPER NETWORKS HARDWARE & SOFTWARE PRODUCTS	- 42% OFF LIST PRICE
	JUNIPER NETWORKS MAINTENANCE / SUPPORT	- AT LIST PRICE

2		SERVICE- INSTALLATION, PRE & POST SALES	EA	0.00100	0.00	0.00
		SUPPORT, AND MISC SERVICES				

SUPPORT SERVICE: RATES APPLY FOR BOTH JUNIPER NETWORKS AND ARUBA NETWORKS. SERVICE IS AVAILABLE FOR ROUTING & SWITCHING SERVICES, DESIGN SERVICES, VPN & SECURITY SERVICES, AND WIRELESS LAN SERVICES.

RESOURCE	HOURLY RATE	AFTER HOURS RATE
ROUTING AND SWITCHING SPECIALIST	\$225. /HR	\$275. /HR
DESIGN SPECIALIST	\$250. /HR	\$300. /HR
VPN & SECURITY SPECIALIST	\$200. /HR	\$250. /HR
VOICE & VIDEO SPECIALIST	N/A	N/A
WIRELESS LAN SPECIALIST	\$225. /HR	\$275. /HR

3		ARUBA NETWORKS HARDWARE & SOFTWARE	EA	0.00100	0.00	0.00
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	ARUBA NETWORKS HARDWARE & SOFTWARE PRODUCTS	- 30% OFF LIST PRICE
	ARUBA NETWORKS MAINTENANCE / SUPPORT	- AT LIST PRICE
	(SEVERAL ARUBA PRODUCTS INCLUDE A LIFETIME WARRANTY)	

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT TERM: CONTRACT IS WRITTEN FOR AN INITIAL TWO YEAR TERM WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE YEAR TERMS. THE INITIAL CONTRACT PERIOD IS JULY 16, 2010 TO JULY 31, 2012.

PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE. (EXAMPLE- LONGER LEADTIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM)

THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE STATE WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

4. THE CONTRACTOR MUST MAINTAIN THEIR PARTNERSHIP CERTIFICATION LEVELS AS A CONDITION OF THIS CONTRACT. FOR JUNIPER: CONTRACTOR WILL MAINTAIN THEIR CERTIFICATION LEVEL OF "ESP ELITE" (TYPE OF CERTIFICATION IS ESP, ENTERPRISE SOLUTION PROVIDER, AND THE LEVEL IS "ELITE"). FOR ARUBA: CONTRACTOR WILL MAINTAIN THEIR CERTIFICATION LEVEL OF "PLATINUM" THE STATE CONTRACT MANAGER WILL CHECK THE CONTRACTORS CERTIFICATION LEVEL / RATING QUARTERLY WITH JUNIPER AND ARUBA, AND, SHOULD THE SUPPLIER FAIL TO MAINTAIN THEIR CURRENT LEVEL OF CERTIFICATION THE STATE MAY TERMINATE THIS CONTRACT.

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REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15						
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15						

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME TERMS AND CONDITIONS,

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.
PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER / PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

CONTACT INFORMATION: TO PLACE ORDERS OR REQUEST INFORMATION.
CONTACT - DOUG HART AT 617-549-5850
dhart@adaptcom.com
COMPANY INFORMATION CAN BE FOUND AT www.adaptcom.com

***** AMENDMENT #1 *****

AMENDMENT #1 - DATE 07/11/2012 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO JULY 31, 2013 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 07/01/12 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SUPERSEDED ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 01/08/09 OR 01/10/11 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 12/05/08.

***** AMENDMENT #2 *****

AMENDMENT #2 - DATE 07/15/2013 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO JULY 31, 2014 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

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ATTACHMENT D: ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT D.

***** AMENDMENT #3 *****

AMENDMENT #3 - 07/22/2014 - THE STATE IS HEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR SIX MONTHS TO JANUARY 31, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 06/09/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

***** AMENDMENT #4 *****

AMENDMENT #4 - 01/30/2015 - THE STATE IS HEREBY EXTENDING THIS CONTRACT TO A PERIOD OF PERFORMANCE OF MARCH 31, 2015 UNDER THE SAME PRICING.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

***** AMENDMENT #5 *****

AMENDMENT #5 - 03/09/2015 - THE STATE IS HEREBY EXTENDING THIS CONTRACT TO A PERIOD OF PERFORMANCE OF JUNE 30, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

***** AMENDMENT #6 *****

AMENDMENT #6 - 06/30/2015 - THE STATE IS HEREBY EXTENDING THIS CONTRACT TO A PERIOD OF PERFORMANCE OF AUGUST 30, 2015 UNDER THE SAME PRICING.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED MARCH 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

Stephen Fazekas
Technology Procurement Administrator
Office of Purchasing & Contracting
10 Baldwin Street
Montpelier, VT 05633-7501
E-Mail: Stephen.Fazekas@state.vt.us
Phone: 802-828-2210
Fax: 802-828-2222

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____